

---I certify that in this same date
I issued the first certified copy
to Essroc San Juan, Inc., party
with a legitimate interest. I
ATTEST.

Notary Public

DEED NUMBER EIGHT (8)

---CONSTITUTION OF CONSERVATION EASEMENT---

---In the city of San Juan, Commonwealth of Puerto Rico, on this
two (2) day of July, of the year two thousand twelve (2012).----

BEFORE ME

---**OSCAR O. OLIVENCIA FONT**, Attorney-at-Law and
Notary Public in and for the Commonwealth of Puerto Rico, with
offices located at San Juan, Puerto Rico and residence in Río
Piedras, Puerto Rico.

APPEAR

---**AS PARTY OF THE FIRST PART: ESSROC SAN JUAN,
INC.**, a corporation organized and existing under the laws of the
Commonwealth of Puerto Rico (hereinafter referred to as
"ESSROC"), represented herein by its Vice President **José Uriol
Ibarz**, of legal age, married, and resident of Dorado, Puerto Rico,
whose authorization appears from Certificate of Resolution
executed by the Secretary of the Corporation in New York, New
York, on this seven (7) day of June, of the year two thousand
twelve (2012), before Notary Public Brenda A. Bertoli.

---**AS PARTY OF THE SECOND PART: THE
DEPARTMENT OF NATURAL AND ENVIRONMENTAL
RESOURCES**, a governmental instrumentality of the
Commonwealth of Puerto Rico, created by Act Number twenty-
three (23) of June twenty (20), nineteen hundred seventy two
(1972), as amended, and by Reorganization Plan Number One (1)
of Nineteen Hundred Ninety Three (1993) (collectively, the
"Organic Act"), (hereinafter referred to as "DNER"), represented
herein by its Secretary, **Daniel Galán Kercadó**, who is of legal

age, married, biologist and resident of Dorado, Puerto Rico, who has the legal capacity necessary for this act pursuant to the Organic Act. -----

---I, the Notary, do hereby certify that I am personally acquainted with the persons appearing herein and through their statements as to their personal circumstances. They assure me that they have and in my judgment they do have the necessary legal capacity and knowledge of the English language to execute this public instrument. Wherefore they freely and voluntarily.-----

-----**STATE**-----

---**FIRST:** ESSROC represents and warrants to DNER that it is the owner in fee simple ("pleno dominio") of the parcel of land which is described in the Property Register as follows (hereinafter referred to as Property):-----

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---"**RUSTICA:** Radicada en el Barrio Espinosa del término municipal de Dorado, compuesta de sesenta y un mil cuerdas, con quinientas ochenta y ocho centésimas de otra (61.0588), equivalentes a doscientos treinta y nueve mil novecientos ochenta y cinco punto veinticinco once (239,985.2511 mc.) La finca está naturalmente dividida en dos (2) parcelas, una de once punto dieciséis ocho cinco cuatro cuerdas (11.16854), equivalentes a cuarenta y tres mil ochocientos sesenta y seis punto siete nueve catorce metros cuadrados (43,866.7914 mc.), localizada al sur de la Carretera Estatal seiscientos setenta y siete (677), identificada como la Parcela dos guión A (2-A) y otra de cuarenta y nueve punto ocho nueve cero veintiséis cuerdas (49.89026), equivalentes a ciento noventa y seis mil ochenta y ocho punto cuarenta y cinco noventa y siete metros cuadrados (196,088.4597 mc.), localizada al norte de la Carretera Estatal Seis Siete Siete (677), identificada como la Parcela dos guión B (2-B). La finca colinda por el **NORTE**, con Los Montes Development y con Isidro García; al **SUR**, con la Nieves Dairy Farms, Inc., Ignacio González, la Carretera Estatal seiscientos setenta y siete (677) e Isidro García antes, hoy Ángel González, Carretera Estatal 677 y Carretera Estatal Puerto Rico Cincuenta y Dos (52); por el **ESTE**, con la Nieves Dairy Farms, Inc., la Carretera Estatal seiscientos setenta y siete (677) y la Carretera Estatal Puerto Rico Cincuenta y Dos (52); y por el **OESTE**, Los Montes Development, la Carretera Estatal seiscientos setenta y siete (677), Ignacio González, José Rivera González, Juan Rodríguez Maldonado, Brígida García e Isidro García antes, hoy Safari Park, San Juan Cement Company, Inc., Carretera Estatal 677, una

iglesia y varias propiedades que la separan de la misma carretera."-----

---Presented for recordation at entry one hundred sixty-three (163) of diary seventy-six (76), Registry of Property of Puerto Rico, Dorado Section Fourth of Bayamón.-----

---**TITLE:** ESSROC acquired title to the above parcel by deed number forty six (46) of Grouping, Purchase and Sale of September fourteenth (14th), nineteen hundred ninety-eight (1198), before Notary Public Alfredo Alvarez Ibañez.-----

---**LIENS:** The property appears, according to the Registry of Property, subject to the following liens and encumbrances:-----

---Por su procedencia: LIBRE.-----

---Por sí: Servidumbre de paso a favor de la finca número mil doscientos veinticuatro (1224). Según escritura número ocho (8), otorgada en San Juan, el treinta y uno (31) de enero de mil novecientos sesenta y dos (1962), ante el Notario José Aulet, inscrita al folio ochenta y tres vuelto (83vto) del tomo veinte (20) de Dorado, inscripción sexta (6^{ta}) y última.-----

---**SECOND:** ESSROC wishes to constitute a Conservation Easement in Parcela Núm. 2-B of the property described in paragraph FIRST that will affect said track of land and that shall be identified and described as follows (hereinafter referred to as "Parcela A"):-----

---**Rústica:** Parcela identificada como la Parcela "A" ubicada dentro de la Parcela Núm. 2-B, de la nueva finca creada por la agrupación de la finca 805 inscrita al Folio 78 del Tomo 20 de Dorado del Registro de la Propiedad de Puerto Rico, Sección Segunda de Bayamón y la Finca 1224 inscrita al Folio 166 del Tomo 32 de Dorado del Registro de la Propiedad de Puerto Rico, Sección Segunda de Bayamón, en su parte Norte-Central. Compuesta de veinte mil doscientos treinta y cuatro metros cuadrados con cuatro mil ciento cincuenta y cuatro diez milésima de metro (20,234.4154 metros cuadrados) equivalentes a cinco cuerdas con catorce mil ochocientos

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diecinueve cien milésimas de cuerda (5.14819 cuerdas) equivalentes a cinco acres (5.00000 acres). Colinda al **NORTE** en dos (2) alineaciones que suman una distancia de ciento setenta y ocho metros lineales con novecientos cuarenta y una milésimas de metro lineal (178.941 m.l.), la primera alineación colinda con "Los Montes Dev." en una distancia de sesenta y cuatro metros lineales con quinientas milésimas de metro lineal (64.500 m.l.), la segunda alineación colinda con el Señor Isidro García en una distancia de ciento catorce metros lineales con cuatrocientos cuarenta y una milésima de metro lineal (114.441 m.l.); al **SUR** colinda en cuatro (4) alineaciones que suman una distancia de ciento treinta metros lineales con doscientos setenta y seis milésima de metro lineal (130.276 m.l.) colindando todas las alineaciones con la Parcela Núm. 2-B de la nueva finca agrupada, propiedad de ESSROC San Juan Inc.; al **ESTE** colinda en tres (3) alineaciones que suman una distancia de ochenta y ocho metros lineales con cuatrocientos veintinueve milésima de metro lineal (88.429 m.l.), colindando todas las alineaciones con Parcela Núm. 2-B de la nueva finca agrupada, propiedad de ESSROC San Juan Inc.; al **OESTE** colinda en cuatro (4) alineaciones que suman una distancia de ciento cuarenta metros lineales con quinientos cincuenta y cinco milésima de metro lineal (140.555 m.l.), las primeras (3) alineaciones colinda con la Parcela Núm. 2-B de la nueva finca agrupada, propiedad de ESSROC San Juan Inc. en una distancia de ochenta y ocho metros lineales con cuatrocientos veintinueve milésimas de metro lineal (88.429 m.l.), la restante alineación colinda con "Los Montes Dev." en una distancia de cincuenta y dos metros lineales con ciento veintiséis milésimas de metro lineal (52.126 m.l.).-----

---**THIRD:** Parcela A is herein valued in the sum of Ten Dollars (\$10.00).-----

-----**COVENANTS**-----

---**FOURTH:** ESSROC and DNER have agreed to establish certain rights, covenants, conditions and restrictions to encumber the Property, which rights, covenants, conditions and restrictions, must be complied with by DNER, its successors and assigns, including any future owner of the affected Property or any portion thereof. Accordingly it is hereby agreed to by and between ESSROC and DNER that the Property, and any additions thereto as may hereafter be made, are and shall be held, transferred, sold and conveyed, given, donated, leased, occupied and used subject to the rights, covenants, conditions and

restrictions as set forth hereinafter.-----

---**FIFTH:** Parcera A will be managed for the purpose of conservation in accordance with applicable federal and state law and may not be disposed of in any manner, or used for objectives inconsistent with the above referenced purpose. Parcera A will be perpetually maintained as a protected area and free from uses or conditions that are inconsistent with ecosystem protection. Neither Parcera A nor any portion of Parcera A is or will be encumbered in any way, with the exception of the covenants or easements given to DNER.-----

---**SIXTH:** As a result of the above restrictive covenants imposed by ESSROC and DNER, the conservation values of Parcera A will be protected in perpetuity, without any right of reversion, in accordance with Law Number one hundred eighty three (183) of December twenty seven (27) of the year two thousand one (2001), known as the Puerto Rico Conservation Easement Act; as amended by Law Number One Hundred Thirty Eight (138) of June Four (4) of the year Two Thousand Four (2004) and by Law Number Two Hundred Thirty Eight (238) of August Nine (9) of the year Two Thousand Eight (2008); subject to the rights, covenants, conditions and restrictions as set forth hereinafter. -----

---a) No structures of any type, including residential, industrial or commercial shall be constructed in Parcera A; no signs, advertisement or propaganda shall be installed in Parcera A, except as may be established by the owner thereof for the sole purpose of complying with the conservation requirements contained in this Deed. No machinery, artifact or equipment which may generate visual, luminous or audiovisual


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contamination or which may alter the land, waters, air, fauna, flora or the environment or which may be detrimental to the conservation purposes established herein, may be installed or stored in Parcela A.

---b) Parcela A will not be used for mercantile, commercial, or industrial service activities. No public access will be allowed and is strictly prohibited.

---c) All mining, deposit of fill, removal, movement or extraction of the surface vegetation or surface soils within Parcela A, except for the conservation purposes set forth herein, is prohibited. The burning of all types of materials or trash, as well as any activity that could contaminate the land, waters, air, flora or fauna, including contamination by noise or light is prohibited within Parcela A. Any removal of the surface vegetation, including removal of exotic species in Parcela A, is prohibited. The removal of vegetation may only be allowed by the owner of the Property only for the purpose of research, scientific investigation and environmental education when the person to conduct the same has obtained all endorsements, permits and authorizations from all pertinent governmental authorities with jurisdiction over the matter.

---d) Hunting is prohibited in Parcela A. The capture or extraction of live organisms may be allowed by the owner of the Property only for the purpose of research, scientific investigation and environmental education when the person to conduct the same has obtained all endorsements, permits and authorizations from all pertinent governmental authorities with jurisdiction over the matter.

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----e) ESSROC covenants that it has not used, generated, stored, disposed or released in Parcela A any hazardous pollutants or hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, or the Resource Conservation and Recovery Act of 1976 (RCRA), as amended.-----

---**SEVENTH:** The rights, covenants, conditions and restrictions contemplated under the above paragraphs FOURTH, FIFTH and SIXTH hereof (the "Covenants") shall inure to the benefit of the parties named therein, their heirs, executors, administrators, beneficiaries, successors and assigns, will bind every person having any fee, leasehold or other interest in any portion of the Property, at any time from time to time and shall run with the land and constitute a restrictive covenant, against the Property.---

---**EIGHT:** The Covenants herein constituted are valued, for registration purposes only, in the sum of One Dollar (\$1.00).-----

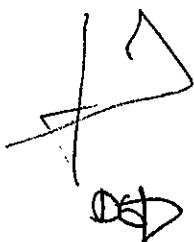
--CONSTITUTION OF CONSERVATION EASEMENT----

--**NINTH:** ESSROC, as owner of the Property, hereby constitutes and creates a perpetual conservation easement over and across Parcela A, subject to the Covenants herein contained and the following terms and conditions:-----

---**One:** The Easement herein granted is constituted for the purpose of protecting the natural qualities, characteristics and existing conditions of Parcela A.-----

---**Two:** DNER shall be solely responsible at its cost, for the maintenance of Parcela A, including any access trails as part of the conservation purposes established in this Deed.-----

---**Three:** For the purpose herein established, ESSROC, their

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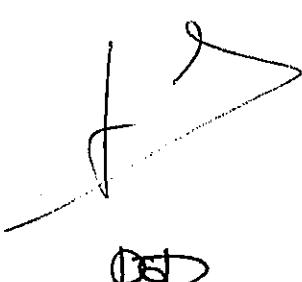
executors, administrators, beneficiaries, successors, assigns, and future owners of the Property will grant DNER, its agents, contractors and employees the right to enter upon the Property at reasonable times and for reasonable periods with such equipment as may be necessary for the inspection, repair, and maintenance of Parcela A.

---**TENTH:** The Easement herein constituted is valued, for registration purposes only, in the event that such valuation might be necessary, in the sum of One Dollar (\$1.00).

-----**CONSTITUTION OF RIGHT OF ACCESS**-----

---**ELEVENTH:** ESSROC, as owner of the Property, hereby constitutes and creates an access easement over and across the Property, which shall be identified as "Right of Way Access Dirt Road" and described as follows:

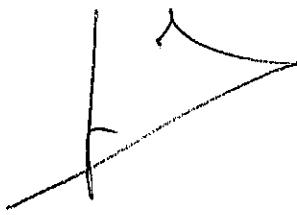
---**Rústica:** Parcela ubicada dentro de la Parcela Núm. 2-B de la nueva finca agrupada, propiedad de ESSROC San Juan Inc. en su parte **Norte Central** de forma irregular, radicada en el Barrio Espinosa del término municipal de Dorado rotulada como **6.00 mts. "Right of Way Access Dirt Road"**, compuesta de un total de mil cuatrocientos ochenta y dos punto tres mil setecientos seis metros cuadrados (1,482.3706 mc), equivalentes a cero punto treinta y siete mil setecientos dieciséis cuerdas (0.375716 cds.), equivalentes a cero punto treinta y seis mil seiscientos treinta acre (0.36630 acre), colindando al **NORTE** en cuatro (4) alineaciones que suman una distancia de doscientos diez metros lineales con ocho mil setecientos cuarenta y cuatro diez milésimas de metro lineal (210.8744 m.l.), la primera alineación colinda con la Parcela "A", dedicada a Servidumbre de Conservación, propiedad de ESSROC San Juan, Inc., en una distancia de seis metros lineales (6.0000 m.l.), las restantes tres (3) alineaciones colinda con la nueva finca agrupada, propiedad de ESSROC San Juan Inc., en una distancia de doscientos cuatro metros lineales con ocho mil setecientos cuarenta y cuatro diez milésimas de metro lineal (204.8744 m.l.); al **SUR** colinda en cuatro (4) alineaciones que suman una distancia de doscientos veintisiete metros lineales con tres mil cuatrocientos cincuenta y nueve diez milésimas de metro lineal (227.3459 m.l.), las primeras tres (3) alineaciones colinda con la nueva finca agrupada, propiedad de ESSROC San Juan Inc., en una distancia de doscientos siete metros lineales con cinco mil seiscientos veintiocho diez milésimas de metro lineal (207.5628 m.l.), la



restante alineación colinda con la Carretera Estatal Núm. 142 en una distancia de diecinueve metros lineales con siete mil ochocientos treinta y uno diez milésimas de metro lineal (19.7831 m.l.); al **ESTE** colinda en tres (3) alineaciones que suman una distancia de cuarenta y dos metros lineales con nueve mil seiscientos setenta y dos diez milésimas de metro lineal (42.9672 m.l.), en todas las alineaciones colinda con la nueva finca agrupada, propiedad de ESSROC San Juan Inc.; al **OESTE** colinda en dos (2) alineaciones que suman una distancia de veintiocho metros lineales con novecientos setenta y seis diez milésimas de metro lineal (28.0976 m.l.) en todas las alineaciones colinda con la nueva finca agrupada, propiedad de ESSROC San Juan Inc.

---**TWELFTH:** Each party hereto, their successors and assigns, agree to indemnify and hold each other harmless, and each of its directors, officers, stockholders, employees, agents and representatives and each of their respective heirs, successors and assignees, from and against any and all damages, claims, losses, liabilities, actions, causes of action, costs, expenses and obligations (including, without limitation, all reasonable attorney's fees) whether arising in contract, tort or otherwise, to third parties for or on account of injury, bodily or otherwise, to or death of persons or for damages to or destruction of property, resulting from, arising out of or in connection with such indemnifying party's negligent performance or failure to perform its obligations under the Easement herein constituted.

--- Each party hereto, their successors and assigns, agree to hold each other harmless, and each of its directors, officers, stockholders, employees, agents and representatives and each of their respective heirs, successors and assignees, from and against any and all damages, claims, losses, liabilities, actions, causes of action, costs, expenses and obligations (including, without limitation, all reasonable attorney's fees) whether arising in contract, tort or otherwise, for or on account of injury, bodily or



otherwise, to or death of persons or for damages to or destruction of property, resulting from, arising out of or in connection with any and all site visits, maintenance activities, scientific studies and assessments performed or conducted at, in or around Parcela A by ESSROC or DNER personnel, employees, agents, representatives, or contractors.

---Each party shall be liable to the other for all foreseeable damages suffered by the other as a necessary consequence of its respective negligent performance or omissions or failing to perform its respective obligations hereunder; provided, however, that neither party, nor its officers, directors, agents, employees and representatives shall in any event be liable to the other party or its officers, directors, agents, employees or representatives for claims for incidental, consequential or indirect damages to persons or property, whether arising in tort, contract or otherwise, connected with or resulting from their performance or non-performance of their respective obligations hereunder.

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MISCELLANEOUS

--**THIRTEENTH:** The appearing parties agree to execute and deliver any and all private and/or public documents as may be necessary or required in order to obtain the registration of this Deed in the Registry of Property.

--**FOURTEENTH:** It is respectfully requested from the Honorable Registrar of Property that he proceed to make the corresponding notations and/or record, as the case may be, in the books of record under his charge of: (i) the Covenants in the preceding paragraphs; (ii) the description of Parcela A after the constitution of the Conservation Easement and; (iii) the

constitution of the Conservation Easement as it affects the
Property.

-----**ACCEPTANCE**-----

---The appearing parties accept this deed as drafted and confirm
that the same has been drawn in accordance with their
instructions.

---I further advised the appearing parties as to their right to read
this document, which they did, and of the right to have witnesses
appear in its execution, which right they waived. After having
read this deed, the appearing parties fully ratified and confirmed
the statements contained herein.

---I, the Notary Public, do hereby CERTIFY that this document
was read by the appearing parties, that I, the Notary, and the said
appearing parties can read and understand the English language;
that I the Notary, advised the appearing parties of the legal effects
of this deed and made to them the pertinent legal warnings
including, among other, that in the execution hereof they were
relying in the title studies conducted by JGI Title Service, Inc.,
dated June thirteenth (13th), two thousand eleven (2011), as the
undersigned Notary has not conducted a personal search in the
Registry of Property; that pursuant to the provisions contained in
Twenty-Three (23) Laws of Puerto Rico Annotated (L.P.R.A.),
Sections Two Hundred Twenty-five (225) "et seq." specifically
section Two Hundred Twenty-five (225) (g)(b), if the Property is
found to be located in an area classified as floodable area, they
will have to comply with the legal provisions related to floodable
and specifically with the areas requirements set forth in the above
referenced legal provisions; and of the need for a certified copy

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of this Deed to be presented in the Registry of Property, that the said appearing parties acknowledged they understood the contents of this Deed and its legal effects and thereupon signed this Deed, before me, the Notary and affixed their initials to each and every page hereof.-

En este estado del otorgamiento se hace constar que en la página dos párrafo primero se aclara que la cabida en cuerdas de la finca es sesenta y una cuerdas con quinientas ochenta y ocho centésimas de otra. Repito la fe.